

U.S. Department of Justice

Washington, DC 20530

**Exhibit A to Registration Statement****Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name and Address of Registrant  Whitaker Group Inc, 1133 21st St NW, #405, Washington DC 20036		2. Registration No.  5539
3. Name of Foreign Principal Embassy of the Federal Republic of Nigeria (through the Glover Park Group)	4. Principal Address of Foreign Principal 3519 International Ct NW Washington DC 20008	
5. Indicate whether your foreign principal is one of the following: <input checked="" type="checkbox"/> Foreign government <input type="checkbox"/> Foreign political party <input type="checkbox"/> Foreign or domestic organization: If either, check one of the following: <div style="display: flex; justify-content: space-between;"><div><input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Association</div><div><input type="checkbox"/> Committee <input type="checkbox"/> Voluntary group <input type="checkbox"/> Other (<i>specify</i>) _____</div></div> <input type="checkbox"/> Individual-State nationality _____		
6. If the foreign principal is a foreign government, state: a) Branch or agency represented by the registrant Embassy of the Federal Republic of Nigeria to the United States b) Name and title of official with whom registrant deals Prof. Adebawale Ibidapo Adefuye		
7. If the foreign principal is a foreign political party, state: a) Principal address  b) Name and title of official with whom registrant deals  c) Principal aim		

Formerly CRM-157

FORM NSD-3  
Revised 03/11

8. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Owned by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Directed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Controlled by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Financed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Subsidized in part by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page must be used.)*

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

#### EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit A	Name and Title	Signature
August 29, 2012	Aubrey Hruby, Managing Director	/s/ Aubrey Hruby

eSigned

U.S. Department of Justice

Washington, DC 20530

**Exhibit B to Registration Statement****Pursuant to the Foreign Agents Registration Act of 1938, as amended**

**INSTRUCTIONS.** A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <http://www.fara.gov>.

**Privacy Act Statement.** The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

**Public Reporting Burden.** Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

Whitaker Group Inc.

2. Registration No.

5539

3. Name of Foreign Principal

Embassy of the Federal Republic of Nigeria (for the Glover Park Group)

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Registrant is subcontractor to the Glover Park Group (registration no. 5666), and will assist in the provision of strategic communications counsel and government affairs services in the execution of a public relations program for the Embassy of the Federal Republic of Nigeria, including: assistance with articles, statements, speeches, and other press materials and related media contacts; the facilitation of contacts with officials in the executive and legislative branches of the US Government, and communications with interested non-governmental parties.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Registrant is subcontractor to the Glover Park Group (registration no. 5666), and will assist in the provision of strategic communications counsel and government affairs services in the execution of a public relations program for the Embassy of the Federal Republic of Nigeria, including: assistance with articles, statements, speeches, and other press materials and related media contacts; the facilitation of contacts with officials in the executive and legislative branches of the US Government, and communications with interested non-governmental parties.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Registrant is subcontractor to the Glover Park Group (registration no. 5666), and will assist in the provision of strategic communications counsel and government affairs services in the execution of a public relations program for the Embassy of the Federal Republic of Nigeria, including: assistance with articles, statements, speeches, and other press materials and related media contacts; the facilitation of contacts with officials in the executive and legislative branches of the US Government, and communications with interested non-governmental parties.

**EXECUTION**

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B	Name and Title	Signature
August 29, 2012	Aubrey Hruby, Managing Director	/s/ Aubrey Hruby eSigned

Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.



July 31, 2012

Aubrey Hruby  
Managing Director  
The Whitaker Group Company Inc.  
1133 21st Street, NW, Suite 405  
Washington, DC 20036

Dear Ms. Hruby:

This letter will serve as the formal Letter of Agreement ("Agreement") under which you, The Whitaker Group Company Inc. ("Contractor") will provide services to The Glover Park Group, LLC ("GPG") as government affairs and communications consultant. The terms and conditions of the Agreement are stated below and supersede any prior terms and conditions.

1. Duties. Contractor will assist GPG on the following activities on a reasonable best effort basis to include:
  - a) Strategic counsel pertaining to United States and Nigeria relations on behalf of GPG for its client, Embassy of the Federal Republic of Nigeria.
  - b) Other issues agreed to by both parties and directed by GPG.
2. Term. Contractor's duties under this Agreement shall commence on July 20, 2012 and continue until December 31, 2012; *provided* that the parties may renew this Agreement for an additional time period as may be further agreed in writing.
3. Compensation. In complete consideration of the services to be provided under this Agreement, as described above, GPG shall pay Contractor a fee of \$12,500 per month.
4. Payment of Invoice. Contractor will submit invoices for payment in two installments for costs and expenses incurred under the terms of this Agreement and according to the requirements set forth in the Subcontractor Invoicing Procedures in Exhibit A. *Provided* Contractor has met these guidelines, payment will be made immediately upon GPG's receipt of payment from its client.
5. Independent Contractor Status. It is understood and agreed that the operations of Contractor are those of an independent contractor, and that Contractor has the authority to control and direct the performance of the details of the services to be rendered and performed. It is further agreed that Contractor, its officers, and employees are not employees of GPG, and Contractor is not, except as herein provided, subject to control by GPG.
6. Disclosure and Confidentiality. All non-public information given to Contractor by GPG will be considered as confidential information and shall be maintained as such by Contractor until the same becomes known to third parties or the public without release thereof by Contractor. Contractor shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with State law and ethical standards. Contractor will give GPG notice as set forth herein before making such disclosure of non-public information. Further, Contractor

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agrees to inform GPG immediately upon receiving reason to believe that persons or entities are seeking to obtain any confidential information about GPG. If confidential information is exchanged between the parties, the parties' confidentiality obligations will be governed by that certain nondisclosure agreement ("Nondisclosure Agreement") that is attached hereto and incorporated herein as Exhibit B.

7. Non-Solicitation. During the Term of this Agreement and for a period of one year after its termination, Contractor shall not for its purposes or for the purposes of a third party: a) employ or solicit for employment any person who is in the employment of GPG or who has been in the employment of GPG since the Effective Date of this Agreement; or (b) enter into an agreement to directly or indirectly provide services to any of GPG's clients for whom Contractor has provided Work under this Agreement, unless Contractor had a preexisting contractual relationship with said client on the Effective Date of this Agreement. GPG recognizes that Contractor has a pre-existing relationship with the Government of Nigeria ("GoN") and that Contractor's relationship with GoN, or any Ministry, department or representative body of it, is not governed or affected by statement "b". Such non-solicitation obligations may be waived with the prior written consent of the Chief Executive Officer of GPG. The parties' non-solicitation and non circumvention obligations will be governed by that certain non circumvention agreement ("Non Circumvention Agreement" that is attached hereto and incorporated herein as Exhibit B).
8. Termination of Agreement. Notwithstanding the terms of this Agreement, either party may terminate this Agreement upon 30 days written notice to the other, with no further obligation other than for the GPG to pay Contractor such fees and expenses which would have accrued up to and through the 30-day notice period. Contractor enters into this Agreement with the full intent and obligation of fulfilling his/her responsibilities listed under Section 1. Should Contractor fail to perform his/her responsibilities and meet the obligations specified in this Agreement, he will forfeit any remaining payments designated in this Agreement.
9. Right to Audit. GPG shall have the right to audit those books and records of Contractor which pertain to the work specified on this Agreement, during ordinary business hours on not less than twenty-four hours prior notice. Contractor will provide reasonable cooperation to GPG and GPG's representatives in connection with such audit, including, without limitation, making Contractor's employees available to answer any questions GPG or GPG's representatives may have.
10. Anti-Corruption and Compliance with FCPA Requirements. GPG and Contractor have no tolerance for corruption in whatever form or description, and each party is fully committed to compliance with the spirit and letters of the anti-corruption laws of the United States, including the Foreign Corrupt Practices Act.
11. Indemnification. (a) Each party agrees that it will indemnify and hold harmless the other party, its officers, employees, agents, subsidiaries and affiliates, and the officers, employees and agents of such affiliates, from and against any and all losses, claims, damages, liabilities, costs or expenses (including reasonable attorney's fees) (collectively, "Claims") incurred which are related to or arise out of or are in connection with any actual or alleged violation or breach of the terms of this Agreement; and (b) GPG agrees that it will indemnify and hold harmless Contractor from any Claims brought by third parties arising out of or in connection with Contractor's performance of this Agreement; provided that GPG shall not be obligated to indemnify Contractor if such Claim results from negligence on the part of Contractor. In the case of any negligent action on the part

of Contractor, Contractor agrees that it will indemnify and hold harmless GPG from any and all Claims arising out of or in connection with such negligence.

Sincerely,



Carl A. Smith Jr.  
President and Chief Executive Officer

Agreed to and accepted this 8 day of August, 2012



Aubrey Hruby, Managing Director, The Whitaker Group

**EXHIBIT A  
SUBCONTRACTOR INVOICING PROCEDURES**

To: The Whitaker Group Company Inc.  
From: GPG Finance Department  
Date: July 20, 2012  
Re: Subcontractor Invoicing Procedures

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In order to ensure timely processing and payment of subcontractor invoices, please follow the guidelines listed below.

**W-9**

- All vendors must submit a completed IRS W-9 form (enclosed) to be set up as a vendor in our accounting system.

**PO Number**

- Your GPG Purchase Order (PO) number for this project will be provided to you upon receipt of a signed Letter of Agreement. Once received, please keep this number and reference it on all/any invoices you submit for payment.

**Fees**

- Your PO was approved based on the estimated fees agreed upon between you and your GPG project manager. If for any reason your fees will go above the approved estimate, you must discuss the overage with your GPG project manager before you perform the work and before you invoice, in case a revision to your PO needs to be submitted for approval. GPG *will not* pay for overages above the estimate in an approved PO.

**Invoice details**

All invoices should include the following:

- Name and address
- Federal tax ID number or social security number
- PO number
- Description of services provided and project/client affiliated with services
- Dates for which the services were provided and project/client affiliated with services and an allocation of your time to those projects (e.g. hours or percent of invoice)
- Rate for services
- Out-of-pocket expenses (if any), indicating client or project affiliated with expense. Please note that if you have out-of-pocket expenses on your invoice, you must submit original receipts with your invoice.

**Schedule**

- Invoices are due **no later than the 4<sup>th</sup> of the month** following the month that work was completed.
- Invoices are processed when GPG receives reimbursement from client.
- Invoices submitted to GPG more than 60 days after work has been completed will not be paid.

**Contacts**

- Send invoices to the attention of Enzo Rivers by email at [erivers@gloverparkgroup.com](mailto:erivers@gloverparkgroup.com) and copy [isoutherland@gloverparkgroup.com](mailto:isoutherland@gloverparkgroup.com), or by mail to 1025 F Street NW, 9<sup>th</sup> Floor, Washington, DC 20004.
- If you have any questions, please contact Enzo Rivers in Accounting or Erin Arrison in Business Operations at (202) 337-0808.

We appreciate your assistance and look forward to working with you.